

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH

455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:

San Francisco P.O. Box 420603
CA 94142-0603



HOLIDAY PROVISION

FOR

**TREE TRIMMER
(HIGH VOLTAGE LINE CLEARANCE)**

IN

IMPERIAL COUNTY

61-465-5
Imperial County

AGREEMENT

BETWEEN

ASPLUNDH TREE EXPERT CO.

AND

IBEW LOCAL UNION 465

IMPERIAL IRRIGATION DISTRICT

JANUARY 1, 2005 – DECEMBER 31, 2006

RECEIVED
Department of Industrial Relations

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Div. of Labor Statistics & Research
Chief's Office

3:8 The Business Manager of the Union and/or his representative shall have access to the Employer's properties during regular working hours for the purpose of transacting Union business. The Union shall furnish the Employer with a list of such representatives who shall be furnished with proper identification. This privilege shall not be abused by the Union, nor shall the Union interfere with normal work of the Employer.

3:9 The Employer agrees to notify the Union of new hires, their classifications, addresses, telephone numbers and dates of hire; transfers and terminations, within thirty (30) days of hiring, transfer or termination of any employee.

3:10 The Employer shall furnish the Union with a seniority list, including wage rates of all employees covered by this Agreement, and shall keep the Union advised of all additions and deletions at six (6) month intervals upon the request of the Union.

ARTICLE IV Hours – Wage Payment – Holidays Working Conditions

4:1 Eight (8) or ten (10) hours shall constitute the normal workday between 6:00 a.m. and 6:00 p.m. Monday through Friday. Thirty (30) minutes between the hours of 11:00 a.m. and 12:00 p.m. shall constitute lunch period. Should the Employer require the lunch period be advanced or delayed more than one hour, an extra half hour pay shall be paid at the employees straight time rate. The regular hours of work may be changed by the Employer with notification to the Union. Such a change in regular hours of work shall not be deemed to require the payment of overtime as long as hours are consecutive and worked inside the 6:00 a.m. to 6:00 p.m. window. This, however, does not constitute a guarantee of any hours in the normal work day.

4:2 All work performed in excess of forty (40) hours in any one week, or outside the regular schedule of working hours during the work day shall be paid for at the rate of time and one-half (1 ½), except that time lost due to inclement weather and/or equipment breakdown may be made up on Saturday, not to exceed eight (8) hours at the straight time rate of pay. On approved make up days if any employee makes a commitment to work, and does not show, the employee's attendance record will reflect an unexcused absence from work. Overtime shall be computed to the nearest quarter hour. All work performed in excess of twelve (12) continuous hours per day will be paid for at the rate of double time. There shall be no pyramiding.

4:3 All employees working on the last scheduled working day before a celebrated holiday and the first scheduled working day after such holiday shall receive eight (8) hours pay at the straight time rate. When any one of the listed holidays falls on Saturday, it shall be celebrated on the preceding Friday, and when the holiday falls on Sunday, it shall be celebrated on the following Monday. Holidays under the Agreement shall be: New Year's Day, Martin Luther King Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day and Christmas Day, or days celebrated as such.

4:4 No work shall be performed on Labor Day except in case of emergency.

4:5 All employees must be employed a minimum of six (6) months prior to holiday before becoming eligible to receive holiday pay.

4:6 Employees who report for work on a work day or for prearranged work on a non-work day and are unable to work in the field because of inclement weather and/or equipment breakdown, shall be paid for actual time worked, if any, but not less than two (2) hours at straight time rates.

4:7 Employees shall be compensated by Friday via direct deposit to their account for the time worked the previous week. If an employee chooses not to participate in direct deposit, a check will be mailed via the U.S. postal service to the Roving Foreman designated address.

4:8 The first six (6) months of employment shall be considered a probationary period. No seniority shall be considered for an employee until the employee has been with the Employer for six (6) months, but after serving this period seniority shall be computed from the date hired. The Union will not accept, nor process a grievance involving the termination of an employee as an unsatisfactory probationer during the first six (6) months of employment.

4:9 Seniority ratings shall be figured upon the term of continuous employment with the Employer doing contract work for Imperial Irrigation District. In the event a lay-off becomes necessary because of lack of work, those employees with the shortest term of continuous employment with the Employer in classification shall be laid off first. When re-hiring, those employees with the longest term of continuous employment with the Employer in classification immediately preceding rehiring shall be given first opportunity for re-employment.

4:10 The continuity of an employee's service shall not be broken by absence for any of the following:

- a. Induction, enlistment, or active duty in the Armed Forces of the United States or service in the Merchant Marine, under any Act of Congress which provides that the employee is entitled to re-employment.
- b. Absence on Union business not requiring a leave of absence. The Employer shall be notified prior to absence.
- c. Absence by reason of authorized written request leave of absence without pay.
- d. The Employer shall at the request of the Union grant a Leave of Absence Without Pay to an employee who may be appointed or elected to any office or position in the Union, however, the employee's seniority shall not accrue while he is on such leave without pay.